

COUNCIL AGENDA STATEMENT



Meeting Date: October 11, 2022
To: Honorable Mayor and City Council Members
From: John A. Johnson, Fire Chief
Through: George Garrett, City Manager

Agenda Item: **Resolution 2022-116**, Approving the Third Amendment to the Fire Rescue – EMS Medical Director Agreement With Professional Emergency Services, Inc., In An Amount Not To Exceed \$46,305.00; Authorizing The City Manager To Execute The Amendment And Expend Budgeted Funds: And Providing For An Effective Date And Providing An Effective Date.

BACKGROUND & JUSTIFICATION:

The previous amendment had a scrivener’s error in the attached contract. Staff has corrected the error and bringing back to the Council as a consent item.

The City of Marathon is responsible for providing emergency medical service within the City boundaries. The City is required by Chapter 401, *Florida Statutes*, to contract with a licensed physician to serve as the City’s “Medical Director”, also referred to as the “Fire Department Physician”.

Professional Emergency Services, Inc. is in the business of providing medical director services and meets the requirements of Florida Statutes. This amendment will extend the agreement for one year and increase the contract amount by five percent (\$2,205.00). The contracted amount for services will be \$46,305.00 per year. Staff recommends approval.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	_____	_____
2. Other _____	_____	_____
3. Not applicable _____		

FISCAL NOTE:

The FY23 adopted Fire Rescue budget includes appropriations for this agreement.

RECOMMENDATION:

Council approve Resolution

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2022-116**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A CORRECTED THIRD AMENDMENT TO THE FIRE RESCUE – EMS MEDICAL DIRECTOR AGREEMENT WITH PROFESSIONAL EMERGENCY SERVICES, INC., IN AN AMOUNT NOT TO EXCEED \$46,305.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT AND EXPEND BUDGETED FUNDS: AND PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Marathon, Florida (the “City”) is responsible for providing emergency medical service within the City boundaries; and

WHEREAS, the City is required by Chapter 401, *Florida Statutes*, to contract with a licensed physician to serve as the City’s “Medical Director,” also referred to as the “Fire Department Physician;” and

WHEREAS, Professional Emergency Services, Inc. (the “Consultant”), is in business of providing medical director services and meets the requirements of Florida Statutes; and

WHEREAS, the City and Consultant wish to enter into the Third Amendment to extend the agreement for one year in an amount not to exceed \$46,305.00 to be paid in monthly installments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Third Amendment between the City and Consultant, pursuant to the agreement which is attached hereto as Exhibit “A,” together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved. The City Manager is authorized to execute the Amendment and expend budgeted funds on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF SEPTEMBER, 2022.

THE CITY OF MARATHON, FLORIDA

John Bartus, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

Steve Williams, City Attorney

THIRD AMENDMENT TO THE AGREEMENT BETWEEN
THE CITY OF MARATHON, FLORIDA

AND

PROFESSIONAL EMERGENCY SERVICES, INC.

For A

MEDICAL DIRECTOR

This Third Amendment between the City of Marathon, Florida, a municipal corporation organized and existing under the laws of the State of Florida (together with its successors and assigns, hereinafter referred to as the "CITY")

AND

Professional Emergency Services, Inc., (hereinafter referred to as the CONSULTANT) whose principle place of business is 10 High Point Road, Tavernier, FL 33070 and who is represented by Dr. Sandra Schwemmer.

WHEREAS, the CITY, as a provider of Emergency Medical Services to its citizens, is required by Chapter 401, Florida Statutes, to contract with a licensed physician to serve as the CITY'S "MEDICAL DIRECTOR", also referred to as the "FIRE DEPARTMENT PHYSICIAN"; and

WHEREAS, the CONSULTANT meets the qualifications necessary to provide Medical Director services to the CITY and the CITY desires to utilize the services of the CONSULTANT.

WHEREAS, the City and the Consultant desire to extend the term for one year to expire in 2023 and have agreed to increase the compensation amount as detailed below.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Extension and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby amend the Agreement to read as follows:

ARTICLE 2

COMPENSATION AND METHOD OF PAYMENT

2.1 The City agrees to pay the CONSULTANT as full compensation for the services described in Article 1 an annual fee of ~~\$35,700.00~~ ~~\$44,100.00~~, \$46,305.00 be paid to the CONSULTANT in twelve consecutive equal monthly installments of ~~\$2,975.00~~ ~~\$3675.00~~ \$3858.75. This fee includes all costs and expenses of CONSULTANT. Off-line Services and any other Services requested

beyond the scope of this contract will be invoiced separately at a rate of \$250.00 per hour, which will be at a subject to approval of the City Manager. Infection control services shall be paid according to section 1.1.5. and billed to the CITY separately.

2.2 Additionally, the City agrees to pay the CONSULTANT, as full compensation for providing medical oversight for interfacility transfers, an annual fee of ~~\$6,300.00~~ ~~\$6615.00~~ \$6945.75 be paid to the CONSULT ANT in twelve consecutive equal monthly installments of ~~\$525.00, \$551.25, \$578.81.~~

2.3 The CITY agrees to pay the CONSULTANT on the first day of the month for each month in which CONSULTANT'S service are rendered.

ARTICLE 6

TERM

6.1 This Agreement shall commence on October 1, ~~2020, 2021~~ 2022 and shall continue through October 1, ~~2022~~ 2023, unless terminated earlier under Article 7. The CITY shall have the option to renew this Agreement for three additional one-year terms subject to the same terms and conditions, by providing the CONSULT ANT with written notice to renew no less than thirty (30) days prior to the expiration date. If this Agreement is renewed under this Article 6, the CONSULTANT may be considered to a fee increase of five percent (5%) annually for each subsequent year.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first written above.

PROFESSIONAL EMERGENCY SERVICES, INC.

BY: _____

Name: Dr. Sandra Schwemmer

Title: President

THE CITY OF MARATHON, FLORIDA

George Garrett, City Manager

ATTEST:

Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM THE LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

BY: _____

Steve Williams, City Attorney